

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**In re Application of:**

Cannon et. al.

**Serial No.:** 09/632,214

**Filed:** 08/03/2000

**For:** DEVICES AND METHODS FOR CONTROLLING  
FACSIMILE TRANSMISSIONS OF CONFIDENTIAL  
INFORMATION



ASSISTANT COMMISSIONER OF PATENTS  
Washington, D.C. 20231

**Statement Under 37 CFR 3.73(b) Regarding Chain of Title of Assignment**

Sir/Madam:

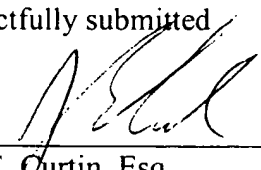
Enclosed please find the following papers related to the above-named application:

Statement Under 37 CFR 3.73(b) Regarding Chain of Title of Assignment;  
Assignment from Lucent Technologies, Inc. to Agere Systems Guardian Corp. ("Agere");  
Copy of Power of Attorney Agreement

No fee is believed due. If, however, a fee is due the Commissioner is authorized to charge or to credit **Deposit Account No. 501735** as required. Please direct all correspondence to:

John E. Curtin, Esq.  
Troutman Sanders Mays & Valentine  
1660 International Drive, Suite 600  
McLean, Virginia 22102

Respectfully submitted

By:   
John E. Curtin, Esq.  
Registration No.: 37,602  
Attorney for Applicants

Date: 10-01-01

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Technology Center 2100

Group Art Unit: 2766

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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Agere Systems Guardian Corp. (Cannon 104-93-51)

Application No./Patent No.: 09/632,214

Filed: 08/03/2000

Entitled: Methods and Devices for Controlling Facsimile Transmissions of Confidential Information

Agere Systems Corp.

(Name of Assignee)

a

Corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Joseph M. Cannon et al. To: Lucent Technologies, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel 010995, Frame 0378, or for which a copy thereof is attached.

From: Lucent Technologies, Inc. To: Agere Systems Corp.  
a copy of which is attached.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Jan 14, 2001  
Date

John P. Veschi

Typed or printed name

John P. Veschi  
Signature

Corporate Counsel

Title

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, D.C. 2021. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

**EXECUTION COPY**

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**PATENT ASSIGNMENT**

**by and between**

**LUCENT TECHNOLOGIES INC.**

**and**

**AGERE SYSTEMS GUARDIAN CORP.**

**Dated as of January 30, 2001**

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## **PATENT ASSIGNMENT**

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of January 30, 2001 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, ("ASSIGNOR") and Agere Systems Guardian Corp., a Delaware corporation, with offices at 555 Union Boulevard, Allentown, PA 18109, United States of America ("Agere Systems Guardian").

### **RECITALS**

A. WHEREAS, the Board of Directors of ASSIGNOR has determined that it is in the best interests of ASSIGNOR and its stockholders to separate ASSIGNOR's existing businesses into two independent businesses;

B. WHEREAS, ASSIGNOR presently owns or controls certain patents, patent applications, and invention submissions listed in the attached Appendices A and B (hereinafter "TRANSFERRED PATENTS") and;

C. WHEREAS, in furtherance of the foregoing separation, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in TRANSFERRED PATENTS for all countries, jurisdictions and political entities of the world, to and in Agere Systems Guardian;

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR, subject to existing rights and licenses of third parties, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Agere Systems Guardian, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS listed on Appendices A and B, and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, ASSIGNOR now has or hereafter acquires the right to so assign, convey, transfer and deliver. Agere Systems Guardian recognizes that ASSIGNOR holds only bare legal title to the TRANSFERRED PATENTS listed in Appendix A (which lists the United States Patents and patent applications previously exclusively licensed to Lucent Technologies Microelectronics Guardian Corp.).


ASSIGNOR and ASSIGNEE recognize that the patents listed in Appendices A and B may inadvertently include patents that are owned by various subsidiaries of ASSIGNOR, including Agere, Inc., Ortel Corporation, Optimay Corporation, Herrmann Technology, Inc., and Enable Semiconductor, Inc. Ownership of such patents shall not be affected by this Patent

Assignment, and ASSIGNEE agrees that any such patents shall be deemed deleted from Appendices A and B.

ASSIGNOR agrees that, upon request it will, at any time without charge to Agere Systems Guardian, but at Agere Systems Guardian's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to TRANSFERRED PATENTS in Agere Systems Guardian, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in Agere Systems Guardian and its respective successors, assigns and legal representatives or nominees.

IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

LUCENT TECHNOLOGIES INC.

By:   
Daniel P. McCurdy  
President, Intellectual Property Business

AGERE SYSTEMS GUARDIAN CORP.

By:   
Fred M. Romano  
President

**ACKNOWLEDGMENTS**

STATE OF NEW JERSEY )

ss:

COUNTY OF SOMERSET )

I CERTIFY that on January 30, 2001, Daniel P. McCurdy personally came before me and this person acknowledged under oath, to my satisfaction that:  
a.) this person signed, sealed and delivered the attached Patent Assignment as President - Intellectual Property Business of Lucent Technologies Inc.; and  
b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.



Name TAMORA ANNE HANNA  
Notary Public Notary Public of New Jersey  
My Commission Expires Registered in Hunterdon County  
[Notarial Seal] My Commission Expires March 25, 2004

STATE OF FLORIDA )

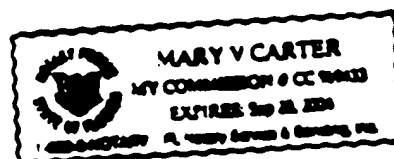
ss:

COUNTY OF ORANGE )

I CERTIFY that on January 31, 2001, Fred M. Romano personally came before me and this person acknowledged under oath, to my satisfaction that:  
a.) this person signed, sealed and delivered the attached Patent Assignment as Vice President of Agere Systems Guardian Corp. , and  
b.) this Patent Assignment was signed and made by Agere Systems Guardian Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.



Name  
Notary Public  
My Commission Expires:  
[Notarial Seal]



APPENDIX B (continued)  
Transferred Patents

| Cas Name           | Filing Date | Issu Date | Patent No. | S rial No. |
|--------------------|-------------|-----------|------------|------------|
| Cannon 103-92-50   | 6/9/2000    |           |            | 09/590684  |
| → Cannon 104-93-51 | 8/3/2000    |           | 09/632214  |            |
| Cannon 105-94-52   | 7/25/2000   |           | 09/625179  |            |
| Cannon 12-16       | 3/20/1998   |           | 09/045182  |            |
| Cannon 13-17       | 4/8/1998    |           | 09/056621  |            |
| Cannon 14-19       | 4/15/1998   |           | 09/060373  |            |
| Cannon 16-1-21-3   | 4/2/1998    |           | 09/053658  |            |
| Cannon 18-23-7     | 5/12/1998   |           | 09/075945  |            |
| Cannon 19-7-24     | 7/21/1998   |           | 09/119996  |            |
| Cannon 21-26       | 8/13/1998   |           | 09/133686  |            |
| Cannon 22-3-27-9   | 8/5/1998    |           | 09/129524  |            |
| Cannon 23          | 8/5/1998    |           | 09/129629  |            |
| Cannon 28-1-31     | 9/9/1998    |           | 09/149441  |            |
| Cannon 29-32       | 8/13/1998   |           | 09/133314  |            |
| Cannon 3           | 10/2/1997   |           | 08/942789  |            |
| Cannon 30-33       | 10/13/1998  |           |            | 09/170072  |
| Cannon 31-2        | 9/15/1998   |           | 09/153387  |            |
| Cannon 32-4-34     | 10/8/1998   |           |            | 09/168087  |
| Cannon 33-1-35     | 10/29/1998  |           |            | 09/181569  |
| Cannon 34-10       | 10/30/1998  |           |            | 09/182222  |
| Cannon 35-36       | 11/4/1998   |           |            | 09/185518  |
| Cannon 36-37-2     | 11/12/1998  |           |            | 09/190129  |
| Cannon 37-1        | 12/28/1998  |           |            | 09/220583  |
| Cannon 38-1-2      | 12/28/1998  |           |            | 09/220586  |
| Cannon 39-2        | 12/28/1998  |           |            | 09/220584  |
| Cannon 40-3        | 12/28/1998  |           |            | 09/220585  |
| Cannon 41-38       | 2/12/1999   |           |            | 09/249932  |
| Cannon 42-39       | 2/5/1999    |           |            | 09/245077  |
| Cannon 43-40-3     | 12/8/1998   |           |            | 09/207332  |
| Cannon 44-4-41-4   | 4/27/1999   |           |            | 09/300025  |
| Cannon 45-5-42-5   | 4/27/1999   |           |            | 09/300109  |
| Cannon 48-46       | 2/18/1999   |           |            | 09/252233  |
| Cannon 49-47       | 2/19/1999   |           |            | 09/253065  |
| Cannon 50-48-6     | 5/19/1999   |           |            | 09/314165  |
| Cannon 51-49-7     | 1/21/1999   |           |            | 09/234737  |
| Cannon 54-53-10    | 4/7/1999    |           |            | 09/287644  |
| Cannon 55-54       | 2/16/1999   |           |            | 09/250159  |
| Cannon 56-7-11     | 3/17/1999   |           |            | 09/270521  |
| Cannon 57-7-4-16-8 | 9/24/1999   |           |            | 09/405910  |
| Cannon 58-55       | 4/5/1999    |           |            | 09/285669  |
| Cannon 59-8-56     | 4/5/1999    |           |            | 09/285670  |
| Cannon 60-10-57-12 | 4/19/2000   |           |            | 09/553125  |
| Cannon 61-9-58     | 4/5/1999    |           |            | 09/285671  |
| Cannon 62-10-14    | 4/19/1999   |           |            | 09/293850  |
| Cannon 63-60-15    | 5/5/1999    |           |            | 09/305208  |
| Cannon 64-16       | 5/5/1999    |           |            | 09/305206  |
| Cannon 66-62       | 6/4/1999    |           |            | 09/325632  |
| Cannon 68-10-64    | 6/15/1999   |           |            | 09/333045  |
| Cannon 69-15       | 10/22/1999  |           |            | 09/422938  |
| Cannon 70-21       | 6/2/1999    |           |            | 09/324482  |
| Cannon 7-10-2      | 12/1/1997   |           | 08/980824  |            |
| Cannon 71-65       | 7/20/1999   |           |            | 09/358259  |
| Cannon 72-66       | 10/7/1999   |           |            | 09/414428  |
| Cannon 73-22       | 7/16/1999   |           |            | 09/354309  |
| Cannon 74-23       | 6/29/1999   |           |            | 09/340667  |
| Cannon 75-67       | 6/25/1999   |           |            | 09/339893  |
| Cannon 76-68-24    | 7/22/1999   |           |            | 09/358414  |
| Cannon 77-69       | 7/20/1999   |           |            | 09/358260  |
| Cannon 78-70       | 7/21/1999   |           |            | 09/358694  |
| Cannon 79-71       | 9/7/1999    |           |            | 09/391042  |



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**AGREEMENT REGARDING  
POWERS OF ATTORNEY**

**by and between**

**LUCENT TECHNOLOGIES INC.**

**and**

**AGERE SYSTEMS INC.**

**Dated as of February 1, 2001**

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## AGREEMENT REGARDING POWERS OF ATTORNEY

This Agreement is effective as of February 1, 2001 between LUCENT TECHNOLOGIES INC., a Delaware corporation ("LUCENT"), having an office at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, for itself and on behalf of its Subsidiaries (each and all herein after "LUCENT") and AGERE SYSTEMS INC., a Delaware corporation, with offices at 555 Union Boulevard, Allentown, PA 18109, United States of America ("AGERE").

**WHEREAS**, the Board of Directors of LUCENT has determined that it is in the best interests of LUCENT and its stockholders to separate LUCENT's existing businesses into two independent businesses; and


**WHEREAS**, as part of the foregoing, LUCENT has assigned certain United States and corresponding foreign patents and patent applications to AGERE, which patents and applications were filed in the name of LUCENT and various of its subsidiaries and predecessors, including AT&T Corp., a New York corporation and various of its subsidiaries; and

**WHEREAS**, in order to effect its rights under such patents and to prosecute such patent applications, including recording such assignments, AGERE representatives need Power of Attorney from LUCENT and predecessors of LUCENT.

**THEREFORE**, LUCENT agrees to provide AGERE employees and employees of AGERE affiliated companies with Powers of Attorney in the form attached to act for LUCENT, any of its wholly-owned subsidiaries, and any of such predecessors with respect to such issued patents and pending patent applications in the names of LUCENT, such subsidiaries or any of such predecessors.


AGERE agrees to use such Powers of Attorney only with respect to those certain patents and patent applications which were assigned to AGERE by LUCENT.

**LUCENT TECHNOLOGIES INC.**

By:   
Daniel P. McCurdy  
President - Intellectual Property Business

Date: 1/30/01

**AGERE SYSTEMS INC.**

By:   
Gerard A. deBlasi  
Vice President - Law

Date: 1/30/01

**GENERAL APPOINTMENT OF AGENT**

**And**

**POWER OF ATTORNEY**

---

Lucent Technologies Inc., for itself and its subsidiaries, and as successor in interest to patents of AT&T Corp. and its subsidiaries, hereby appoints:

Gerard A. deBlasi  
Fred M. Romano  
Scott W. McLellan  
Richard J. Botos  
Marie MacNichol  
Geraldine Monteleone  
Scott Rittman  
Anthony Grillo  
David Smith  
Robert P. Marley  
John Veschi  
Mark Kurisko  
Les Birnbaum

as agents and attorneys to act on its and on Lucent Technologies Inc.'s behalf before any competent National and International Authorities in connection with any and all patents and patent applications filed by Lucent Technologies Inc., its wholly-owned subsidiaries or its predecessors, or issued or pending in the name of Lucent Technologies Inc., or any of its wholly-owned subsidiaries or predecessors, with the power to further appoint agents, and grant powers of attorney in connection therewith.

Lucent Technologies Inc.

By: 

Daniel P. McCurdy

President - Intellectual Property Business

Date: 11/30/01